



IDAHO DEPARTMENT OF LANDS PRESEASON CONTRACT

Page <u>1</u> of <u>1</u>

1. IDL AREA OR FPD a. name and address:			2. AGREEMENT NUMBER (Must appear on all documents relating to this				
Idaho Department of Lands, Craig Mountain FPD			agreement): 430-16-23				
PO Box 68		3. E	FFECTIVE DATES	OF AGREEME			
Craigmont, ID 83523		a. be	eginning 07/27/20	16	_ b. ending 12/31/	2016	
b. Phone Number: 208-924-5571							
c. FAX Number: 208-924-5572							
d. Email: saltman@idl.idaho.gov							
4. CONTRACTOR a. name and address:		5. P	OINT OF HIRE (Lo	cation when hir		ORDERING	
Konen Farms LLC		1	rent than Block 4):		1	SPATCH CENTER	
32073 Waha Road		Lew	iston, Idaho		G	VC	
Lewiston, ID 83501		7. TI	HE WORK RATE I	S BASED ON A	LL OPERATING S	UPPLIES	
b. 🗸 ATTACH W-9:		В	BEING FURNISHE	D BY:			
c. EMAIL Address: makonen@lewiston.com		Ŀ	□ CONTRACTOR	(wet) GC	OVERNMENT (dry)		
d. Telephone Number (day): 208-791-4371 - Bob		8. O	PERATOR FURNI	SHED BY:			
Telephone Number (night): 208-743-4757		G	CONTRACTOR	☐ G(OVERNMENT		
Cell Phone Number:		9. C	ontractor Authorize	ed Commissary:			
FAX:		Г	Yes	☑ No			
			•			*	
10. ITEM DESCRIPTION: equipment (include VIN, make, model,	11. NO. O		12. HRLY/DAILY/N		13. SPECIAL	14. GUARANTEE	
year, serial no., accessories or other identifying features).			SHIFT BASIS (ss/			(8 HOURS)	
NAAVC, C-I-LAD-	PER SHIF	-	Rate	Unit			
MAKE: Frightline MODEL: FL106, 1,500 Gal, TYPE 3 Water Tender		NAMES AND ADDRESS OF	\$1175.00 - SS				
YEAR: 2000	1			DAILY			
VIN/SERIAL NUMBER: 1FV68HBA3YHB59117	3	and the same of th	\$1939.00 - DS		•		
		-					
		I					
		I					
		l					
		1					
15. Will work in the following areas: 16. SPECIAL PROVISIONS:							
☐ FPD IDL Preseason Contract Pro	visions are	atta	ched and incorp	orated herein	. Rates are base	d from NRCG 2016	
Chapter 20 acquisition.							
FPD PD							
Dispatch Zone							
☑ All State Protection						loo DATE	
17. CONTRACTOR'S OR AUTHORIZED AGENT'S SIGNATURE 1	8. DATE		21. CONTRACT	INO OFFICER'S	SIGNATURE	22. DATE	
0//1/1/1/1/1/	7/27/2016		pri	WL_		7/27/2016	
Wolly 1-6			a. Warrant No.				
1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 -	0. DATE		23. a. PRINT NA				
Robert Koyen own,	7/27/2016		Jeremiah Mill	er, Fire Warder	I CIVIS		
TODE-1 /TOYEN OWN, -	,,21,2010		b. Phone Numbe	er:	c. FAX:		



IDAHO DEPARTMENT OF LANDS PRESEASON CONTRACT PROVISIONS

Since the equipment needs of the Government and availability of Contractor's equipment during an emergency cannot be determined in advance, it is mutually agreed that, upon request of the Government, the Contractor shall furnish the equipment listed herein to the extent the Contractor is willing and able at the time of order. The following personnel are authorized to place orders against this Agreement/Contract, Dispatchers, Buying Team Members, Finance Section Chiefs, Procurement Unit Leaders, and Contracting Officers. At time of dispatch, a resource order number will be assigned. The Contractor shall furnish the resource order number upon arrival and check in at the incident. The Incident Commander, or designee, is authorized to administer the technical aspects of this Agreement/Contract. Equipment furnished under this Agreement/Contract may be operated and subjected to extreme environmental and/or strenuous operating conditions which could include, but is not limited to, unimproved roads, steep, rocky, hilly terrain, dust, heat, and smoky conditions. As a result, by entering into this Agreement/Contract, the Contractor agrees that what is considered wear and tear under this Agreement/Contract is in excess of what the equipment is subjected to under normal operations and is reflected in the rates paid for the equipment. When such equipment is furnished to the Government, the following clauses shall apply:

CLAUSE 1. Condition of Equipment: All equipment furnished under this Agreement/Contract shall be in acceptable condition. The Government reserves the right to reject equipment that is not in safe and operable condition. The Government may allow the Contractor to correct deficiencies within 24 hours. No payment for travel to an Incident or point of inspection, or return to the Point of Hire, will be made for equipment that does not pass inspection. No payment will be made for time that the equipment was not available.

CLAUSE 2. Time Under Hire: The time under hire shall start at the time the equipment begins traveling to the incident after being ordered by the Government, and end at the estimated time of arrival back to the Point of Hire after being released, except as provided in Clause 7 of these General Clauses.

CLAUSE 3. Operating Supplies: As identified in Block 7, operating supplies include fuel, oil, filters, lube/oil changes. Even though Block 7 may specify that all operating supplies are to be furnished by the Contractor *(wet)*, the Government may, at its option, elect to furnish such supplies when necessary to keep the equipment operating. The cost of such supplies will be determined by the Government and deducted from payment to the Contractor.

CLAUSE 4. Repairs: Repairs to equipment shall be made and paid for by the Contractor. The Government may, at its option, elect to make such repairs when necessary to keep the equipment operating. The cost of such repairs will be determined by the Government and deducted from payment to the Contractor.

CLAUSE 5. Timekeeping: Time will be verified and approved by the Government Agent responsible for ordering and/or directing use of each piece of equipment. Time will be recorded to the nearest half hour worked for daily/hourly rate, or whole mile for mileage.

CLAUSE 6. Payments

- a. Rates of Payments Rates for equipment hired with Contractor-Furnished Operator(s) shall include all operator(s) expenses. Payment will be at rates specified and, except as provided in Clause 7, shall be in accordance with the following:
 - 1. <u>Work Rates</u> (Column 12) (hourly/daily/mileage/shift basis) shall apply when equipment is under hire as ordered by the Government and on shift, including relocation of equipment under its own power.
 - ON-SHIFT: Includes time worked, time that equipment is held or directed to be in a state of readiness, and compensable travel (equipment traveling under its own power) that has a specific start and ending time.
 - 2. Special Rates (Column 13) shall apply when specified.
 - 3. Guarantee. For each calendar day that equipment is under hire for at least 8 hours, the Government will pay not less than the amount shown in Column 14. If equipment is under hire for less than 8 hours during a calendar day, the amount earned for that day will be not less than one-half the amount specified in Column 14. The guarantee is not applicable to equipment hired under the daily rate. Equipment under transport is time under hire and compensated through the guarantee. If equipment is transported under its own power, it is compensated under the work rate.
 - 4. <u>Daily Rate</u> (Column 12) Payment will be made on basis of calendar days (0001 2400). For fractional days at the beginning and ending of time under hire, payment will be based on 50 percent of the daily rate for periods less than 8 hours. Under the daily rate equipment may be staffed with or without operator.
 - (a) Shift Basis (Portion of Calendar Day)
 - 1) Single Shift (SS) is staffed with one operator or one crew.
 - 2) Double Shift (DS) is staffed with two operators or two crews (one per shift). The DS rate will apply any calendar day the DS was under hire, including travel. There will be no compensation for a double shift unless a separate operator(s) and or crew(s) is/are ordered in writing for the second shift.
 - Agency personnel at the Section Chief level may, by resource order, authorize a second operator or crew (Double Shift), if needed during the assignment.
 - (b) Method of Payment. Lump-sum payment will normally be processed at the end of the emergency assignment. However, partial payment may be authorized as approved by the incident agency. Payment for each calendar day will be made for:
 - 1) Actual units ordered and performed under work or daily, shift basis and/or special rates, or
 - 2) The guarantee earned, whichever is the greater amount.

CLAUSE 7. Exceptions

a. Daily Rate or Guarantee: No further payment under Clause 6 will accrue during any period that equipment under hire is not in a safe or operable condition or when Contractor-Furnished Operator(s) is not available for the assigned shift or portions of the assigned shift. Payment will be based on the hours the equipment was operational during the assigned shift, as documented on the shift ticket versus the designated shift shown on the Incident Action Plan (IAP). If the equipment was not operational for the full

shift, the deduction from the daily rate is calculated by converting the length of shift from the IAP to determine the hourly rate and pay the Contractor for the total hours worked before equipment became nonoperational.

- b. If the Contractor withdraws equipment and/or operator(s) prior to being released by the Government, no further payment under Clause 6 shall accrue and the Contractor shall bear all costs of returning equipment and/or operator(s) to the Point of Hire.
- c. After inspection and acceptance for use, equipment and/or furnished operator(s), that cannot be replaced or equipment that cannot be repaired at the site of work by the Contractor, or by the Government in accordance with Clause 4, within 24 hours, may be considered as being withdrawn by the Contractor in accordance with Paragraph B above, except that the Government will bear all costs of returning equipment and/or operator(s) to the Point of Hire as promptly as emergency conditions will allow.
- d. No payment will accrue under Clause 6 when the Contractor is off shift in compliance with the mandatory "Work/Rest" and "Length of Commitment" provisions. As an option to rotating personnel, or taking a mandatory day off, without pay, the Contractor may be released from the incident.
- **CLAUSE 8.** Subsistence: When Government subsistence incident camps are available, meals and bedding for Contractor's will be furnished without charge. Government will furnish meals and lodging without cost if hotel/restaurant subsistence is the approved camp for incident personnel. Double occupancy of hotel rooms may be required. Contractors are not paid per diem or lodging expenses to and from incidents.

CLAUSE 9. Loss, Damage, or Destruction:

- a. For equipment furnished under this Agreement/Contract without operator, the Government will assume liability for any loss, damage or destruction of such equipment, except that no reimbursement will be made for loss, damage or destruction due to (1) ordinary wear or tear, (2) mechanical failure, or (3) the fault or negligence of the Contractor or Contractor's employees.
- b. For equipment furnished under this Agreement/Contract with operator, the Government shall not be liable for any loss, damage or destruction of such equipment, except for loss, damage or destruction resulting from the negligence, or wrongful act(s) of Government employee(s) while acting within the scope of their employment. The operator is responsible for operating the equipment within its operating limits and responsible for safety of the equipment.
- **CLAUSE 10.** Contractor's Responsibility for Property and Personal Damages: Except as provided in Clause 9, the Contractor will be responsible for all damages to property and to persons, including third parties, that occur as a result of Contractor or designee or employee fault or negligence. The term "third parties" is construed to include employees of the Government.

Insurance Requirements:

Dozers, Excavators, Feller/Buncher, Skidders, Heavy Equipment, Transport Vehicles/Lowboys

1. The Contractor shall obtain and retain in force for the duration of this contract, the following forms of insurance written by an insurance company licensed and admitted in Idaho. The Contractor shall furnish the Idaho Department of Lands with a copy of Acord Form or Certificate of Insurance executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth below. All certificates shall provide for ten (10) days' written notice to the Idaho Department of Lands prior to cancellation or material change of any insurance referred to therein. All policies required shall be written such that the insurance of the Contractor is primary and any insurance carried by the state of Idaho, its departments, agents, officials, and employees shall be excess and not contributory to the insurance provided by the Contractor.

All policies shall be endorsed to include the "state of Idaho, its departments, agents, officials, and employees as additional insureds" and shall protect the Contractor and IDL from claims for damages for bodily injury, including accidental death, as well as for claims for property damages, which may arise from operations under this contract whether such operations be by the Contractor, his employees, subcontractors, agents, or guests.

All policies shall contain waiver of subrogation coverage or endorsements. Failure of the Idaho Department of Lands to demand such certificate(s)/policies or other evidence of full compliance with these insurance requirements or failure of the Idaho Department of Lands to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance. Failure to maintain the required insurance may result in termination of this contract. The Contractor shall provide certified copies of all insurance policies required within ten (10) days if requested by the Idaho Department of Lands.

a. Commercial General and Umbrella Liability Insurance

Contractor shall maintain Commercial General Liability (CGL) and, if necessary, commercial umbrella insurance with a combined single limit of not less than \$1,000,000 each occurrence. The CGL shall be written on standard ISO occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury, advertising injury, and liability assumed under an insured contract including the tort liability of another assumed in a business contract.

b. Automobile Insurance

The Contractor shall maintain automobile liability insurance which shall provide a minimum \$500,000 combined single limit per occurrence and shall include coverage for owned, non-owned, and hired automobiles.

c. Workers' Compensation Insurance

The Contractor shall maintain Workers' Compensation insurance including employer's liability in the amount required by statute covering employees of Contractor and any uninsured subcontractors. Contractor shall furnish the Idaho Department of Lands with a Certificate of Insurance evidencing such coverage.

- By requiring insurance herein, the Idaho Department of Lands does not represent that coverage and limits will necessarily be
 adequate to protect Contractor and such coverage and limits shall not be deemed as a limitation on Contractor's liability under
 the indemnities granted to IDL in this contract.
- 3. The Contractor shall require all subcontractors utilized in performance of this contract to provide Certificates of Insurance to the Idaho Department of Lands evidencing insurance coverage with the required additional insured endorsements as set forth in the preceding paragraphs.

All Terrain Vehicles (ATV) and Utility Terrain Vehicles (UTV)

1. The Contractor shall obtain and retain in force for the duration of this contract, the following forms of insurance written by an insurance company licensed and admitted in Idaho. The Contractor shall furnish the Idaho Department of Lands with a Acord Form or Certificate of Insurance executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth below. All certificates shall provide for ten (10) days' written notice to the Idaho Department of Lands prior to cancellation or material change of any insurance referred to therein. All policies required shall be written such that the insurance of the Contractor is primary and any insurance carried by the state of Idaho, its departments, agents, officials, and employees shall be excess and not contributory to the insurance provided by the Contractor.

All policies shall be endorsed to include the "state of Idaho, its departments, agents, officials, and employees as additional insureds" and shall protect the Contractor and IDL from claims for damages for bodily injury, including accidental death, as well as for claims for property damages, which may arise from operations under this contract whether such operations be by the Contractor, his employees, subcontractors, agents, or guests.

All policies shall contain waiver of subrogation coverage or endorsements. Failure of the Idaho Department of Lands to demand such certificate(s) or other evidence of full compliance with these insurance requirements, or failure of the Idaho Department of Lands to identify a deficiency from evidence that is provided, shall not be construed as a waiver of Contractor's obligation to maintain such insurance. Failure to maintain the required insurance may result in termination of this contract. The Contractor shall provide certified copies of all insurance policies required within ten (10) days if requested by the Idaho Department of Lands.

a. General Liability Insurance

Contractor shall maintain Commercial General Liability (CGL) and, if necessary, commercial umbrella insurance with a combined single limit of not less than \$500,000 each occurrence. The CGL shall be written on standard ISO occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury, advertising injury, and liability assumed under an insured contract including the tort liability of another assumed in a business contract.

- 2. By requiring insurance herein, the Idaho Department of Lands does not represent that coverage and limits will necessarily be adequate to protect Contractor and such coverage and limits shall not be deemed as a limitation on Contractor's liability under the indemnities granted to IDL in this contract.
- The Contractor shall require all subcontractors utilized in performance of this contract to provide Certificates of Insurance to the Idaho Department of Lands evidencing insurance coverage with the required additional insured endorsements as set forth in the preceding paragraphs.

Fully Operated Transportation, Privately-owned Vehicles (Automobiles, Pick-ups, -2x4 and 4x4, Sport Utility Vehicles, Trucks (stakeside/stock)

1. The Contractor shall obtain and retain in force for the duration of this contract, the following forms of insurance written by an insurance company licensed and admitted in Idaho. The Contractor shall furnish the Idaho Department of Lands with a Acord Form or Certificate of Insurance executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth below. All certificates shall provide for ten (10) days' written notice to the Idaho Department of Lands prior to cancellation or material change of any insurance referred to therein. All policies required shall be written such that the insurance of the Contractor is primary and any insurance carried by the State of Idaho, its departments, agents, officials, and employees shall be excess and not contributory to the insurance provided by the Contractor.

All policies shall be endorsed to include the "state of Idaho, its departments, agents, officials, and employees as additional insureds" and shall protect the Contractor and IDL from claims for damages for bodily injury, including accidental death, as well as for claims for property damages, which may arise from operations under this contract whether such operations be by the Contractor, his employees, subcontractors, agents, or guests.

All policies shall contain waiver of subrogation coverage or endorsements. Failure of the Idaho Department of Lands to demand such certificate(s) or other evidence of full compliance with these insurance requirements or failure of the Idaho Department of Lands to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance. Failure to maintain the required insurance may result in termination of this contract. The Contractor shall provide certified copies of all insurance policies required within ten (10) days if requested by the Idaho Department of Lands.

a. Commercial General and Umbrella Liability Insurance

Contractor shall maintain Commercial General Liability (CGL) and, if necessary, commercial umbrella insurance with a combined single limit of not less than \$500,000 each occurrence. The CGL shall be written on standard ISO occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury, advertising injury, and liability assumed under an insured contract including the tort liability of another assumed in a business contract.

b. Automobile Insurance

The Contractor shall maintain automobile liability insurance which shall provide a minimum \$500,000 combined single limit per occurrence and shall include coverage for owned, non-owned, and hired automobiles.

c. Workers' Compensation Insurance

The Contractor shall maintain Workers' Compensation insurance including employer's liability in the amount required by statute covering employees of Contractor and any uninsured subcontractors. Contractor shall furnish the Idaho Department of Lands with a Certificate of Insurance evidencing such coverage.

By requiring insurance herein, the Idaho Department of Lands does not represent that coverage and limits will necessarily be
adequate to protect Contractor and such coverage and limits shall not be deemed as a limitation on Contractor's liability under
the indemnities granted to IDL in this contract.

The Contractor shall require all subcontractors utilized in performance of this contract to provide certificates of insurance to the ldaho Department of Lands evidencing insurance coverage with the required additional insured endorsements as set forth in the preceding paragraphs

CLAUSE 11. Deductions: Unless specifically stated elsewhere in this Agreement/Contract the cost of any supplies, materials, or services, including commissary, provided for the Contractor by the Government will be deducted from the payment to the Contractor

CLAUSE 12. Personal Protective Clothing and Equipment: The Government considers operators as fireline personnel who will use and wear specified articles of personal protective equipment.

a. The following mandatory items will be issued by the Government, when not required to be furnished by the Contractor, to operators performing within the scope of this Agreement/Contract:

- 1. Clothing: Boots, minimum 8 inches high, lace-type leather work boot with Vibram-type soles (boots are provided by the Contractor); hard hat with chin strap; fire resistant long sleeve shirt and trousers, or fire resistant jumpsuit; leather or leather/flame resistant combination gloves; goggles/safety glasses; and ear plugs/hearing protection. When using a chainsaw, saw chaps will be required for leg protection.
 - 2. Equipment: fire shelter; headlamp; individual first-aid kit;
 - 3. Other items may be issued by the Government.

b. Operators shall wear the items of clothing issued and maintain the issued equipment in a usable and readily available condition. Upon completion of the assignment, all issued items of clothing or equipment shall be returned to the Government. Deductions will be made for all Government-furnished protective clothing and equipment not returned by the Contractor.

CLAUSE 13. Commercial Motor Vehicles: All commercial motor vehicles must meet Department of Transportation (DOT) requirements. The regulations can be found at the following website: www.fmcsa.dot.gov.

CLAUSE 14. Claims Settlement Authority: Claims against the state of Idaho for incidents under IDL jurisdiction, will be submitted in accordance with the IDL Incident Business Operating Guide.

CLAUSE 15. Changes: Changes to this Agreement/Contract, may only be made by the original signing procurement official. If the original signing procurement official is not available and adjustments are deemed appropriate, a new Agreement/Contract shall be executed at the incident and shall be applicable **only** for the duration of that incident. The Agreement/Contract will include name and location of the incident.

CLAUSE 16. Firearm – Weapon Prohibition: The possession of firearms, or other dangerous weapons, are prohibited at all times while on government property and during performance of services, under this Agreement/Contract. The term dangerous weapon does not include a pocket knife with a blade less than 2 ½ inches in length or multipurpose tools such as a Leatherman.

CLAUSE 17. Work/Rest and Length of Assignment: The Contractor is required to follow the work/rest guidelines as established by the NWCG. Refer to website for the guidelines: www.nwcg.gov.

CLAUSE 18. Harassment Free Workplace: The contracting agency will not tolerate harassment based on race, national origin, religion, age, mental or physical disability, color, sex, or any other non-merit factors.

The contracting agencies strive for a harassment-free work environment where people treat one another with respect. Managers, supervisors, and all employees, as well as Contractors, cooperators and volunteers have the primary responsibility for creating and sustaining this harassment-free environment (by example, by job supervision, by coaching, by training, by contract enforcement, and by other means). All employees, Contractor personnel, and visitors must take personal responsibility for maintaining conduct that is professional and supportive of this environment.

			10. PRE-USE INSPE	ECTION		REJE	CTED	,			
SAFETY INSPECTION CHECKLIST						MILES / HRS DATETIME _					
1. INCIDENT NAME / NUMBER 2. ORDER / REQUEST NUMBER						Inspector Name Title					
						Print					
3. OWNER / VENDOR						ACCEPTED					
Konen forms						MILES/HRS 11/78 2 DATE 6-24 TIME 245					
4. AGREEMENT, PO, CONTRACT NO	O. 5	5. EXPI	RES			Vendor Signature The VIII	19	Title O	Wn	1_	
						Vendor Signature	Allman	Title	110	Word	lep
6. MAKE 7. MODEL, TY	PE					Print		4			
frightther FL106	,					G (1 TV) /D 1 D	W7 87.1	Pre	-use	Relea	ease
8. SERIAL NO. / VIN), LICE	ENSE '	NO.		Section IV - Truck, Bus,	Van, Pickup	Yes	No	Yes	No
6. MAKE 7. MODEL, TY Fright tiner FL106 8. SERIAL NO./VIN 1 FV 68 HB A3 YHB5	10117	NE	186	437	204-	1. DOT inspection in the last 12 mor	-		~	NA	NA
Section I - Tractor, Motor Grad	er		e-use	Relea		2. Gauges and lights	*	1	1	ļ!	<u> </u>
1. ROPS, roll-over protection system: Manufactu		Yes	No	Yes	No	3. Seat belts	*	1			1
approved system secured to mainframe of tra Must include approved seat belts.		'	1 ,	<i>X</i> [4. Glass and mirrors	*	Luman			
		 	-	+	-	5. Wipers and horn	*				
2. Lights mounted and working while operating		$\perp \! \! \perp \! \! \! /$	1_	1		6. Clutch pedal: proper adjustment		1		ļ!	Ĺ
3. Battery: check for corrosion, loose terminal, h				\perp		7. Cooling system: check radiator and		~		·	
4. Engine running, check oil pressure, knocks a	/					8. Oil level and condition: full and clea	an	1		, <u> </u>	
5. Guages: all must be working; oil, temperature	, etc.	['	[Γ		9. Battery: check for corrosion, loose to	erminals, hold downs	i.			
6. Steering clutches: must have 3-4" free travel	/ *					10. Fuel system	.*			,	
7. Brakes: must hold at half travel.	/ *					11. Electrical system: generator and sta	arter working	1			
8. Muffler and spark arrester: approved type unl	ess turboed *					12. Engine running: check for knocks a	and leaks	1		,	
9. Fuel system: must be free of drips and leaks	*	 				13. Transmission: check for leaks			†	1	
10. Cooling system: must be free of leaks	*			+ +		14. Steering	*	V			
11. Fan and fan belts: check for defects		+	 	+		15. Brakes	*			,	
12. Engine supports, equalizer bar, springs, main		 	\vdash	++		16. 4-Wheel drive: check gear boxes, le	eaks	1	\vdash	, —)	
springs: check shackle bolts, shifted spring le		<u></u> '				17. Drive line U-joints: check for loosen	ness ·	1	\vdash		
13. Hydraulic system: no leaks or drips						18. Springs and shocks	*	1	\vdash		
14. Belly plate, rock and radiator guards: securely	y mounted *					19. Differential: check for leaks		1			
15. Final drive, transmission and differential: chec	ck for dripping					20. Exhaust system	*	1/	+		
16. Sprocket and idlers: cracks in spokes, sprock	et teeth sharp					21. Frame	*	1/	\vdash		
17. Tracks and follers: grousers height under 1-1/rollers, broken flanges	/4", loose *					22. Tire and wheels (List failed position	n/depth in remarks) *	V			
18. Blade ripper, winch: operate smoothly and ho	old at any point					23. Body and interior condition: described damage on back of page 3, Section	be and locate n IV, item 23	1_			
19. Dozer and assembly: trunnion bolts missing, o	cracks *	[!				24. Emergency equipment required. Fire Extinguisher	Poflectors	/		,	
20. Drawbar: serviceable, safe		[]					FUSES <u>F</u> nelicolors	1	 		-
21. Body and cab condition: report dents and dar						25. Operator(s) properly licensed.	1171-4117 4		<u></u>	<u>, </u>	
Section II - Remarks	(Descr identi	ibe all w	nsatisfa e numb	factory items ber.)	ıs and	State D License No. K. Endorsements T- Doubles	#1264425 Med.Cert. Expire D			t -201	7
/ bat instriction	not do	Yet	F d		111 p		~ /				
I done Next weak.	venler	w.1	11 50	end Pi	'NOOF	of L					
Dat inspection	after it		OMP		R.	. ~	iver side	Uno	1/	aht	ou i
y ************************************					I	ype 3 Wader Tender Wi	ill be ref	lace		7	32
Section III - Power Saw, Pump		Pro Yes	re-use		ase	11. RELEASE INSP	ECTION				
Visible parts broken	*	1	+	+		The state of the s	NO DA				
Visible nuts and bolts tight		1	1	+ +			Not applie	cable to bu	ses, inspec	ction require	ed.
Oil in gear case and chain oiler	Application of the second	1	1	1 1		MILES / HRS	DATE	TIM	Œ		
4 Cutting har: straight, chain in good condition	+	+	+-	+	\vdash	Vendor Signature	and the control of th	Title			

Motor: idles evenly, runs smoothly, satisfactory power
 Safety Item - Do not accept until brought into compliance.



Inspector Name Print

5. Exhaust system and spark arrester



CERTIFICATE OF LIABILITY INSURANCE

DATE (NIMOD/YYYY) 7/15/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). Doug Wheelock ASB E (208) 743-5533 Western Community Ins Co FAX (AC, (40): (208) 743-5535 PO Box 4848 ss lewiston@idfbins.com Pocatello, ID 83205-4848 INSURER(S) AFFORDING COVERAGE INSURERA: Western Community Ins Co KONEN FARMS LLC INSURED ROBERT KONEN INSURER C 32073 WAHA RD INSURER D LEWISTON, ID 83501-7819 INSURER E INSURER F REVISION NUMBER: CERTIFICATE NUMBER: COVERAGES THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. DOL SUBR NSR TYPE OF INSURANCE POLICY NUMBER NSD WVD 1,000,000 EACH OCCURRENCE X COMMERCIAL GENERAL LIABILITY DAMAGE TO RENTED PREMISES (Ea occurrence) 100,000 CLAIMS-MADE X OCCUR 5,000 MED EXP (Any one person) 86137907 4/14/164/14/17 1,000,000 PERSONAL & ADV INJURY Y N Α 2,000,000 GENERAL AGGREGATE GENL AGGREGATE LIMIT APPLIES PER: 2,000,000 PRODUCTS - COMPYOR AGG X POLICY JECT JECT OTHER XOMBINED SINGLE LIMIT 1,000,000 (Ea accident) ALITOMOBILE LIABILITY BODILY INJURY (Por person) ANY AUTO 4/14/164/14/17 86137907 SCHEDULED AUTOS NON-OWNED ALL OWNED AUTOS BODILY INJURY (Per accident) Y Y PROPERTY DAMAGE HIRED AUTOS AUTOS \$ UMBREULA LIAB EACH OCCURRENCE OCCUR AGGREGATE EXCESS LIAB CLAIMS-MADE 3 DED RETENTION \$ WORKERS COMPENSATION STATUTE AND EMPLOYERS' LIABILITY E.L. EACH ACCIDENT ANY PROPRIETOR/PARTNER/EXECUTIVE A1M OFFICERMEMBER EXCLUDED? E.L. DISEASE - EA EMPLOYEE (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below E.L. DISEASE - POLICY LIMIT DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Refer to IDCG 236(03/07) Exclusion of Coverage for Structures Built Outside of Designated Areas Endorsement - Copy attached. This insurance is primary and noncontributory and our obligations are not affected by any other insurance where the additional nsured is the named insured whether primary, excess contingent, or on any other basis; however, the defense of any claim or 'suit must be tendered as soon as practicable to all other insurers which potentially provide insurance for such claim or "suit" CANCELLATION CERTIFICATE HOLDER

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

O14 E LORAHAMA
CRAIGMONT ID 83523 0001



AGENCY CUSTOMER ID:	
LOC#:	

ADDITIONAL REMARKS SCHEDULE

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A STATE OF THE COME CONTROL OF THE C								
AGENCY		NAMED INSURED						
Western Community Ins Co		KONEN FARMS LLC						
POLICY NUMBER		ROBERT KONEN						
86137907		32073 WAHA RD						
CARRIER NAIC COD		LEWISTON, ID 83501-7819						
		EFFECTIVE DATE:						
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ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ____ FORM TITLE: ____

FORM TITLE:

Idaho Department of Lands its Agent, Officials, Employees and the State of Idaho is listed as aditional insured per endorsement(s)

CG 20 10 (07/04)

IDCA 389 (01/04)

Additional Insured has been endorsed with Primary Non-Contributory Endorsement IDCG 256 (02/12)

EXCLUSION OF COVERAGE FOR STRUCTURES BUILT OUTSIDE OF DESIGNATED AREAS ENDORSEMENT

This endorsement modifies insurance provided under the COMMERCIAL GENERAL LIABILITY COVER-AGE FORM (referred to as Coverage Form in this endorsement).

Various provisions in this policy restrict coverage. If the provisions of this endorsement conflict with other provisions of the policy, the provisions of this endorsement apply. Read the entire policy carefully to determine duties, rights, and what is and what is not covered.

Throughout this policy, the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we," "us," and "our" refer to the Company providing this insurance. Other words and phrases that appear in quotations have special meaning as defined in the definitions section of the Coverage Form.

The following exclusion is added to Coverage Form paragraph 2. Exclusions in SECTION I — COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, and COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY.

This insurance does not apply to: "bodily injury," "property damage," or "personal and advertising injury," arising out of the design, development, site preparation, construction, remodeling, or marketing, of any structure built outside the state of Idaho with the exception of the following states: Washington, Oregon, Montana, Utah, and Wyoming.

ADDITIONAL INSURED ENDORSEMENT DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance under the Commercial Automobile Coverage Form.

Various provisions in this policy restrict coverage. If the provisions of this endorsement conflict with other provisions of the policy, the provisions of this endorsement apply. Read the entire policy carefully to determine duties, rights, and what is and what is not covered.

The definition of who is an "insured" under Section V-Definitions, as it pertains to Section II, is amended to include as an insured the person or organization shown in the Declarations as an insured under this endorsement, but only with respect to liability arising out of your covered business operations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations					
Idaho department of Lands it's Agents, Officials, Employee's and the State of Idah	Subject to location limitations set forth in endorsement IDCG 236 (3/07) and any other applicable policy provisions, covered operations as stated in this endorsement means locations where the insured is doing work for the additional insured to whom this endorsement applies.					
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.						

- A. Section II Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
 - 1. Your acts or omissions; or
 - 2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above. B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- 2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

PRIMARY AND NON-CONTRIBUTORY ENDORSEMENT

SCHEDULE

Name of Additional Insured Person(s) or Organization(s)
Idaho Department of Lands its Agents, Officials, Employess and the State of Idaho
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

This endorsement modifies insurance provided under the COMMERCIAL GENERAL LIABILITY COVERAGE FORM (referred to as Coverage Form in this endorsement).

Various provisions in this policy restrict coverage. If the provisions of this endorsement conflict with other provisions of the policy, the provisions of this endorsement apply. Read the entire policy carefully to determine duties, rights, and what is and what is not covered.

If you are required to provide such coverage by contract, the coverage we provide for the person(s) or organization(s) described above as an additional insured is "primary and non-contributory" with any other insurance carried by them. Subject to the terms of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS paragraph 4. Other Insurance, "primary and noncontributory" under this endorsement means this policy pays first for a covered loss.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 07/21/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES

	BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.								
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	DUCER 59			•	CONTA NAME:	CT			
_					PHONE (A/C, N	p, Ext): (208	3) 232-791	4 (AJC, No):	
	arm Insurance Brokerage Co Inc O Box 4848				PHONE (A/C, N E-MAIL ADDRE	ss:			
	ocatello, ID 83205-4848						BURER(S) AFFOR	RDING COVERAGE	NAIC#
					INSURE	RA:			
INSU					INSURE	RB:			
	Konen Robert V DBA Konen Farms				INSURE		Ctata Ingu	ropoo Cupd	36129
	32073 Waha Rd						State msu	rance Fund	30129
	Lewiston, ID 83501				INSURE				
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	GENERAL LIABILITY							EACH OCCURRENCE \$	
	COMMERCIAL GENERAL LIABILITY							DAMAGE TO RENTED PREMISES (Ea occurrence) \$	
	CLAIMS-MADE OCCUR							MED EXP (Any one person) \$	
								PERSONAL & ADV INJURY \$	
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	POLICY PRO- LOC							\$	
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	HIRED AUTOS NON-OWNED AUTOS							PROPERTY DAMAGE (Per accident) \$	
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	EXCESS LIAB CLAIMS-MADE							AGGREGATE \$	
	DED   RETENTION \$ WORKERS COMPENSATION							X WC STATU- OTH- TORY LIMITS ER	
_	AND EMPLOYERS' LIABILITY  ANY PROPRIETOR/PARTNER/EXECUTIVE			000704				E.L. EACH ACCIDENT \$	100,000
ן ט	(Mandatory In NH)	N/A		630781		10/01/2015	10/01/2016	E.L. DISEASE - EA EMPLOYEE \$	100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT \$	500,000
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Location: 014 E Lorahama Craigmont ID 83523									
CER	RTIFICATE HOLDER				CANC	ELLATION			
Department of Lands PO Box 83720					SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.				
<b>₹</b>				AUTHORIZED REPRESENTATIVE  (If MILLS REPRESENTATIVE)					

ACORD 25 (2010/05)

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### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 07/21/2016

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IDAHO STATE POLICE/COMMERCIAL VEHICLE SAFETY Report Number: ID2200001434 700 S STRATFORD RD Inspection Date: 06/27/2016 **Start:** 01:34 PM PT End: 2:21:05 PM PT **MERIDIAN. ID 83642-6202** Phone: (208)884-7220 Fax: (208)884-7192 Inspection Level: I - Full HM Inspection Type: None Email: cvsmail@isp.idaho.gov Driver: KONEN, ROBERT V KONEN FARMS License#: KA126442D State: ID 32703 WAHA RD LEWISTON, ID 83501 Date of Birth: 04/19/1953 USDOT#: 00449474 Phone#: (208)213-4757 CoDriver: MC/MX#: Fax#: License#: State: State#: Date of Birth: Location: LEWISTON PORT OF ENTRY Shipper: CARRIER MilePost: Origin: LEWISTON, ID Highway: Bill of Lading: County: NEZ PERCE, ID Destination:LEWISTON, ID Cargo: FIRE SUPPRESSION EQUIPMEN VEHICLE IDENTIFICATION CVSA # CVSA Issued # OOS Sticker **GVWR** Unit Type Make Year State Equipment ID VIN Plate # 22940689 TR FRHT 2000 N8843T 2000 1FV68HBA3YHB58117 33,000 **BRAKE ADJUSTMENTS** Axle # 1 2 1/2 1 Right 3/8 Left 1 Chamber C-20 C - 30VIOLATIONS: No Violations Were Discovered. Placard: No Cargo Tank: HazMat: No HM Transported. Special Checks: No Data for Special Checks. I certify that the violations listed in the "OUT OF SERVICE" section of this report have been satisfactorily completed as of the date indicated. Failure to return this report with the required certification can result in penalties up to \$1,000 per day for each day the violation continues, up to a total of \$10,000. Facility: Signature Of Repairer X: CARRIER CERTIFICATION: The undersigned certifies that all violations on this report have been corrected and action taken to ensure compliance with the Idaho Code, Motor Carrier Safety and HM Regulations, insofar as they are applicable to motor carriers and drivers. This certification MUST BE SIGNED by the Motor Carrier and RETURNED WITHIN 15 DAYS. Failure to make all repairs listed capitals notice may subject the driver to disqualification and/or fines up to \$2,500.00. Employers may also be subject to fines up to \$10,000/00. Signature Of Motor Carrier X

Report Prepared By: TIM KONZEK Badge #: 3742 Copy Received By:

Page 1 of



# CERTIFICATE OF COMPLETION

Troy Fire Service

AWARDED TO

### Robert Konen

For completion of the

902

TOF

RT-130

_day of _March_ Awarded this _5th _

Dan Hokanson, Troy Fire Service, Owner & Instructor

SOR

12-MU-11015600-046

# CERTIFICATE OF COMPLETION Troy Fire Service

305

202

AWARDED TO

### Jim Porter

For completion of the

Col

705

RT-130

With practice Shelter Deployment

Awarded this 21 day of May

Dan Hokanson, Troy Fire Service, Owner & Instructor

12-MU-11015600-046 MOU

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SEE RELEASE OF LIABILITY FORM ON REVERSE SIDE!

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LICENSE NO.	LICENSE EXPIRES	YEAR	MAKE	MODEL	COLOR
N8843T	12/31/2016	2000	FRHT	TK	RED
VEHICLE IDE	NTIFICATION NO.	TITL	E NO.	BOD	TYPE
	D7 2771DE0117	'B053'0	17945	FI,ATRED.	PLATFORM.



Idaho Transportation Dept Division of Motor Vehicles PO Box 7129 Boise, ID 83707-1129

THIS

COMBINED GVW:

30,000 LBS

FUEL: DIESEL

TYPE: NON-COMMERCIAL TRUCK

KONEN, ROBERT VINCENT

DESCRIP:

RC: 35020160301095007

REG TYPE NT TRK

ISSUED:

03/01/16 OR:

DBA

09:50:07

KONEN, MOLLY ANN KONEN FARMS

32073 WAHA ROAD

LEWISTON:

NEZ PERCE

RECEIPT:

TRAN: RN

DMA:35/0

r penalty of law that this be continuously insured as (see reverse side)

TOTAL FEES PAID

ANT MUST SIGN TO BE VALID

107.65

THESE LICENSE PLATES BELONG TO YOU - REMOVE THEM WHEN YOU SELL THE VEHICLE

GENERAL ROAD HIGHWAY DISTRICT

Direct all questions regarding registration fees to your local county assessor's office.

VIN # 1FV68HBA3YHB58117

**PLATE # N8843** 

FEES PAID REGISTRATION EMS ISP ADMINISTRATIVE MAIL	97.40 1.25 3.00 5.00 1.00
TOTAL FEES <u>PAID</u>	107.65



### Certificate of Liability Insurance - - State of Idaho

WESTERN COMMUNITY INSURANCE COMPANY 275 Tierra Vista Drive, PO Box 4848 - Pocatello, ID 83205-4848

An authorized Idaho Insurer, in compliance with Idaho Law, certifies that it has issued a policy of Motor Vehicle Liability Insurance in an amount not less than required by Idaho Law, for the described vehicle.

### IN THE EVENT OF AN AUTO ACCIDENT, RESPOND AS FOLLOWS:

- 1. Immediately notify the Police. While at the accident scene, only discuss the accident with the investigating officer.
- 2. Write down the names, addresses and telephone numbers of persons involved, and witnesses.
- 3. During business hours, please call your agent to report the accident. All other times call 1-888-432-4527 (Toll free).

FOR ALL AUTO GLASS CLAIMS OR ROADSIDE ASSISTANCE, CALL NUMBER ABOVE 24 HRS A DAY.

DOUGLAS WHEELOCK: (208) 743-5533 HOME OFFICE: (800) 259-1932

POLICY NUMBER: 86137907

DESCRIPTION: 2000 FREIGHT TRUCK VEHICLE I.D.: 1FV68HBA3YHB58117

EFFECTIVE DATE: 06-20-2016

EXPIRATION DATE: 04-14-2017

SUBJECT TO PRIOR CANCELLATION

ROBERT KONEN 32073 WAHA RD LEWISTON ID 83501